

Fayette Co. Solid Waste Mgmt. Comm'n Teamsters #238 (Mixed) 7/1/2006 6/30/2008

FAYETTE CO. / TEAMSTERS #238 (MIXED)
SOLID WASTE MGMT. COMM'N.

06-08

AGREEMENT

THIS AGREEMENT entered into by and between the FAYETTE COUNTY SOLID WASTE MANAGEMENT COMMISSION, hereinafter designated and referred to as the Employer, and CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 238, affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to and designated as the Union.

**ARTICLE 1
RECOGNITION**

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all regular full-time and part-time employees of the recycling and landfill operation in Fayette County Solid Waste Management Commission, excluding: all elected officials, supervisors, confidential employees and all others excluded by the Act.

**ARTICLE 2
NO STRIKE-NO LOCKOUT**

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support, or suggest any strikes, slowdowns, boycotting, sit-ins, concerted group absenteeism, the willful absence from ones position, work stoppage, or any such related activities covered in Section 12 of the Act.

**ARTICLE 3
DUES CHECKOFF**

Section 3.1. The Employer agrees to deduct Union dues from the wages of any employee covered by this Agreement, provided the Employer has first been presented with an individual written order therefore, signed by the employee, which written order shall be from year to year, and for succeeding collective bargaining agreements, unless the employee shall give ten (10) working days written notice to the Employer and the Union of cancellation of said allowable deduction. Said Union dues shall be remitted to the Union within ten (10) working days.

Section 3.2. The Union shall initially notify the Employer, in writing, as to the amount of its regular and usual initiation fees and its regular and usual monthly membership dues. Any subsequent change in these amounts shall be certified to the Employer, in writing, over the signature of an authorized officer of the Union at least fifteen (15) working days prior to the first of the month for which the first deduction is to be made.

Section 3.3. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

Section 3.4. Union Steward. The Union may have one steward in each department and one alternate steward in each department.

ARTICLE 4 GRIEVANCE PROCEDURE

Section 4.1. Grievance is defined as a dispute as to the application of a specific provision or provisions of this Agreement to a particular factual situation involving an employee, which occurs during the term of the Agreement.

Step 1: Grievances, shall be presented in writing to the employee's immediate unit supervisor by the steward during working hours, unless a different time is mutually agreed upon by the parties, in such a manner as to not unreasonably interfere with the Employer's operations. The written grievance must specifically contain what contract Article and Section violation has allegedly occurred and what remedy the grievant is seeking. To be a valid grievance, the grievance must be presented by the end of the fifth (5th) working day following the date of the occurrence of the event-giving rise to the grievance. The employee may or may not have the steward present, as the employee may elect. The supervisor shall notify the Union in writing of any settlement reached within the scope of this Agreement in the event the steward was not presented at this Step. In the event the grievance is not adjusted to the satisfaction of the employee in Step 1, it may be advanced to Step 2 as provided below.

Step 2: The steward may, by the end of the third (3rd) working day following the date of the written reply by the employee's supervisor in Step 1, present the grievance to the Department Head in writing. The written grievance shall set forth the specific provision or provisions of this Agreement that it is felt the Employer has violated and concise statement of facts giving rise to the grievance. Effort to adjust the grievance shall be made by the Department Head, and employee and/or the steward. The Department Head shall provide a written reply to the grievance by the end of the tenth (10th) working day after the day it has been presented to him.

Step 3: If settlement still has not been reached, the grievance may, by the end of the third (3rd) working day after receiving the reply from the Department Head, be referred to the Commission or to other such representative or representatives as they may designate. The Commission or its designee shall give an answer in writing to the Union steward within ten (10) working days after the date the grievance is submitted to them.

Step 4: In the event the grievance is not settled in Step 3 above, the Union must, within ten (10) working days after the Commission's Step 3 answer, appeal to arbitration, provided written notice of such intent is

served upon the Employer. Except for the grievances arising out of the same fact situation, separate grievances may not be joined in one arbitration proceeding except by mutual agreement of the parties. However, if the parties agree that no mutually acceptable arbitrator can be selected, the parties will jointly request PERB services to submit a list of seven (7) experienced arbitrators. The party requesting the arbitration shall strike the first name from the list of arbitrators and then the other party shall strike a name from the list of arbitrators and that process shall continue until a single name remains and that person shall be the arbitrator. Each party shall be responsible for the expenses of its representative(s) along with any other incidental expenses. The fees and expenses of the arbitrator shall be borne equally by both parties. The arbitrator shall make his/her decision in accordance with the provision of this Agreement.

Section 4.2. All time limits are exclusive of Saturdays, Sundays and scheduled working days recognized as holidays (i.e., working days shall mean Monday through Friday excluding holidays).

Section 4.3.

- A. The failure of an employee or the Union to appeal a grievance to the next step within the applicable time limits specified above, shall bar the employee and the Union from appealing the grievance further and any such grievance shall be considered as abandoned and finally settled, unless the time limits have been mutually extended in writing.
- B. The failure of the Employer to reply within the applicable times as specified above shall be deemed to be denial of the grievance which then may be appealed by the employee, or the Union, to the next step unless the time limits have been mutually extended in writing.

Section 4.4. All grievances and arbitration meetings under this Article are to be held in private and are not open to the public. The written decision of the arbitrator shall be a public document.

Section 4.5. In the event that an employee takes action or appeals to the Civil Service Commission on any complaint or other matter, or takes action through any governmental agency, regarding violation of his or her rights, then all rights to this contractual agreement procedure shall be waived and no grievances shall be allowed regarding such issue under this contract.

ARTICLE 5 SENIORITY

Section 5.1. Seniority is defined as a regular full-time and regular part-time (i.e., 20 hours per week or more) employees length of continuous service with the Employer since their most recent date which an employee reported to work for the Employer. No

time shall be deducted from an employees seniority due to absences occasioned by authorized leaves of absence, vacation, sick or accident leaves or for lay-offs, except as hereinafter provided.

Section 5.2. All new employees shall be probationary employees during the first six (6) months of their employment. At the conclusion of their probationary period, the employees name shall be added to the seniority list as of his/her most current date of hire and he/she will be represented by the Union.

Section 5.3. The Employer will maintain an up-to-date seniority list. An up-to-date copy of the seniority list will be posted at least once each year and a copy to be sent to the Union. The names of all employees who have completed their probationary period shall be listed on the seniority list in the order of their most current date of hire, starting with the senior employee at the top of the list for each covered job classification. If two (2) or more employees are hired on the same day, their names shall appear on the seniority list alphabetically by their last name. If two (2) or more employees have the same last name, the first name may be used.

Section 5.4. The seniority of an employee shall be forfeited if: the employee is laid off and not re-employed within twelve (12) months; or the employee leaves the employment of the Employer of his/her own accord; or the employee is terminated for any cause; or an employee on layoff fails to notify the Employer within ten (10) working days after delivery of notice by mail to the employee whether or not he/she will return to work; or the employee, after notifying the Employer that he/she will return to work, fails to return to work within ten (10) working days from date of delivery of Employer's notice. The Employer's notice shall be considered delivered if sent by certified mail to the employees last known address on the Employer's records. No laid-off employee may refuse temporary work.

ARTICLE 6 PROBATIONARY PERIOD

Delete Article

ARTICLE 7 PROCEDURE FOR LAYOFF

Section 7.1. In the event the Employer determines that an employee must be laid off, the Employer shall determine in which classification the layoff shall occur. A probationary employee performing duties within the job classification from which the employees are to be laid off shall be laid off first unless such employee is needed because of special skills for the position, and when such employees are laid off they shall have no right of recall. Thereafter, an employee with the least seniority in the classification shall be laid off first, provided those employees retained are qualified and have the necessary skills to carry on the work or operation as determined by the Employer.

Section 7.2. The Employer in so far as possible, will give at least ten (10) working days notice of all reductions in force.

Section 7.3. An employee who is laid off shall keep the Employer advised of the employee's current mailing address. Notice of Recall will be mailed to the employee's last known address by certified mail. An employee shall report to work within ten (10) working days after Notice of Recall is mailed unless the Notice of Recall provides for a specific effective date of recall, in which case the employee shall report on said effective date. The employee must respond to the Notice within ten (10) working days after receipt by contacting the Employer by certified mail. In the event the employee fails to comply with the above, the employee will be considered to have voluntarily quit.

Section 7.4. Within the job classification laid off, an employee will be returned to work in reverse order in which the employee was laid off. No new employee will be hired for a job in the classification for which an employee has been laid off until the laid off employee from the classification has been given notice of recall, unless such an employee has been laid off for a period of twelve (12) months, or more, in which case not notice of recall is necessary.

Section 7.5. Open Positions.

Once the Employer determines that a position covered by this Agreement is available that position shall be posted for five (5) consecutive working days on the official bulletin board before the Employer advertises the position outside the bargaining unit. Employees wishing to bid on any posted position must sign their name on the bottom of the posted job opening sheet within five (5) consecutive working days after the posting.

Section 7.6. All employees will serve a trial period of six (6) months when promoted to a position in which the employee has not worked. All other bargaining unit employees who are promoted or transferred to another position, shall serve a trial period of thirty (30) working days. If an employee is promoted or transferred to another position is found unsuited for work in the new position during the trial period, the employee may be reinstated to their former position. The reinstatement of the employee to their former position can be made at any time, by the Employer, during the trial period. The employee displaced by the return of this employee shall have the same right to return to their former position.

ARTICLE 8 LEAVE OF ABSENCE

Section 8.1. Unpaid Leave

An employee who has completed their initial probationary period may be granted a leave of absence for personal reasons without pay and without loss of seniority for a period not to exceed ninety (90) working days, provided the employee obtains advance written permission from the Employer and can be spared from work for that purpose. Such leaves without pay may be granted only at the discretion of the Employer and when it is deemed to be in the best interests of the employee and the Employer. No fringe benefits will be paid or accrued during the unpaid leave.

Section 8.2. Except for work related illness or accident, an employee who, because of illness or accident, is physically unable to report for work may be given a leave of absence for a period not to exceed six (6) months without pay and without loss of seniority for the duration of such disability provided the employee promptly provide the Employer with medical proof of the necessity for such absence when same is requested by the Employer. The Employer may require medical proof certifying that the individual has recovered sufficiently to perform all the functions of the employees job classification or at the Employer's option, and at the Employer's expense, the Employer may send the employee to a doctor of the Employer's choice for such certification prior to allowing the employee to return to work. Unpaid leave time, if granted by the Employer, shall not be in addition to Family and Medical Leave Act time that the employee has already taken or has available.

Section 8.3. Military Leave

An unpaid leave of absence and the reinstatement rights of any employee who enters the military service of the United States by reasons of an act of law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the State and Federal law granting such leaves and reinstatement rights.

Section 8.4. Jury Duty

Employees shall be granted leaves of absences for required jury duty. While on jury duty employees shall receive that portion of the regular salary which will, together with their jury duty pay, equal their normal pay for the same period.

Section 8.5. Family and Medical Leave Act (FMLA)

An employee may take leave in accordance with the Family and Medical Leave Act of 1993 as provided by law and County policy.

Section 8.6. When requested by the State and/or if agreed to by the Employer, the Employer shall reimburse according to Employer policy, and employee for all food, lodging, travel and school expenses incurred for the attendance of in-service training schools. No employee shall suffer a loss of days off due to temporary rescheduling of the work schedule to attend such school. Employees required to attend departmental training or meetings will be allowed to take said time from his regular scheduled shift or will be paid within the same payroll period, at the discretion of the Employer. All employees employed by the Employer shall, if required by the State, be provided necessary training to insure that they are qualified to perform their jobs.

ARTICLE 9 SICK LEAVE

Section 9.1. All full-time employees covered by this Agreement are granted sick leave and shall accrue sick leave at the rate of twelve (12) hours per month for each full month of employment, providing the employee actually worked at least three-quarters

(3/4) of the total number of working days in the month. Time spent on leave of absence without pay, discipline leave, layoff, suspension or sick leave shall not count towards accumulating sick leave. Sick leave shall not accumulate for probationary employees.

Section 9.2. Paid sick leave may accumulate to a maximum of 90 working days, (720 hours) and once earned may be carried over from year to year never to exceed ninety (90) working days (720 hours) at any one time.

Section 9.3. Sick leave can be taken in no less than one-half (1/2) day increments unless the employee's supervisor agrees otherwise.

Section 9.4. The Employer can require a medical doctors statement any time to verify sick leave prior to making payment.

Section 9.5. Sick leave can be used for employees off-the-job personal illness or injury. Except that an employee injured on the job covered by workers compensation insurance paid for by the employer will be compensated for the difference between the sick leave wage rate and the amount paid by workers compensation until the employees accumulated sick leave is consumed. Said accumulated sick leave will be reduced in accordance with the hours used to the nearest hour.

Section 9.6. Sick leave time does not count as time worked for the computation of overtime.

Section 9.7. Any unused sick leave will be forfeited on the date of resignation or dismissal.

Section 9.8. Up to sixteen (16) hours per year of paid sick leave may be taken for medical doctor appointments, dental appointments and vision appointments, provided such appointments cannot be scheduled outside an employees regularly scheduled hours of work.

Section 9.9. Up to sixteen (16) hours of an employees sick leave per year may be used for the serious illness in an employee's immediate family, including spouse, child, stepchild or parent living with the employee.

Section 9.10. If a holiday falls when you are on a paid sick leave day, you will be paid holiday pay, if eligible, and sick leave will not be deducted from your accumulated sick leave.

ARTICLE 10 HOURS OF WORK AND OVERTIME

Section 10.1. The workweek shall consist of five (5) eight (8) hour days or four (4) ten (10) hour days. The exact days and times to be assigned by the Employer.

Section 10.2. Temporary or seasonal employee means an employee engaged to work full-time or part-time for the Employer with the understanding that his/her employment will be terminated no later than upon completion of a specific assignment. Temporary or seasonal employees are not eligible for any benefits described in this contract, unless otherwise indicated.

Section 10.3. All hours worked over forty (40) hours per week shall be paid at time and one-half (1 1/2) their hourly rate of pay.

Section 10.4. Each employee shall receive on fifteen (15) minute rest period in the morning and one fifteen (15) minute rest period in the afternoon as scheduled by the employee's supervisor, and also a thirty (30) minute unpaid lunch break.

Section 10.5. Employees can accumulate up to ninety (90) h o u r s of compensatory time. All requests for compensatory time must be in writing and given to his/her supervisor or his/her designee no less than forty-eight (48) hours prior to the compensatory time sought. The supervisor or his/her designee will respond within twenty-four (24) hours of the receipt of the request which may be denied when the employees services are needed.

Section 10.6. Any employee called back to work (unless such time is immediately preceding or succeeding the regular shift), shall be paid a minimum of three (3) hours at one and one-half (1 1/2) times the regular rate of pay.

ARTICLE 11 HOLIDAYS

Section 11.1. Regular full-time employees will be paid for the following paid holidays:

New Year's Day	Labor Day
President's Day	Veteran's Day
Memorial Day	Two days at Thanksgiving
Independence Day	Two days at Christmas

Particular dates for each holiday will be determined by the Commission at the beginning of each year.

Full-time employees will be granted two personal days per calendar year with pay. Part time employees earn personal days on a prorated basis based upon the number of regularly scheduled work hours for the year.

Full-time and part time employees are eligible for two paid personal days each calendar year (January 1 through December 31) subject to the following limitations. Employees hired in the middle of a calendar year will receive personal days for the first year according to the following schedule:

Hired between January 1 and April 1	2 days
Hired between April 2 and September 1	1 day
Hired between September 2 and December 31	0 days

Requests to use personal days are subject to department head approval. Employees may not carry over unused personal days from one calendar year to the next. Upon retirement or termination, employees are not paid for any unused personal days.

Section 11.2. Regular full-time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. An employee required to work on any recognized paid holiday shall be paid time and one-half (1 1/2) the employee's straight time rate for all hours worked, plus the employee to be paid for the holiday at straight time rate. Holiday pay will be at the normal pay for the day or week for which he/she would have been scheduled to work.

Section 11.3. To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday (unless on an approved leave or has the department heads approval). An employee calling in sick on the last scheduled workday before a holiday or the first scheduled workday after the holiday shall be required to provide a medical doctors written verification of illness to be eligible to receive holiday pay. An employee on layoff or unpaid leave of absence is not eligible for holiday pay.

Section 11.4. Holidays falling on a Saturday will normally be observed on the preceding Friday. Holidays falling on a Sunday are normally observed on the following Monday.

ARTICLE 12 VACATIONS

Section 12.1. Full-time employees otherwise eligible for a vacation with pay shall be so entitled for each year of service in accordance with the following schedule. Vacations will be credited each year on the employee's anniversary date of hire with the Employer. Vacations will be taken during the anniversary year after it is earned.

Section 12.2. Employees who quit without a minimum of two (2) weeks notice to the Employer shall forfeit any unused vacation pay.

Section 12.3. When an employee retires, he/she shall be entitled to his/her earned vacation pay. In the case of a death of an employee, any earned but unused vacation shall be paid to the beneficiaries of the estate.

Section 12.4. Regular full-time employees shall be entitled to a paid vacation on the following basis:

<u>Length of Continuous Service</u>	<u>Vacation Earned</u>
0 to 24 months	1.45 hours/pay period (5 days/yr.)
25 to 84 months	2.89 hours/pay period (10 days/yr.)

85 to 168 months
169 or more months

4.33 hours/pay period (15 days/yr.)
5.77 hours/pay period (20 days/yr.)

Part time employees accrue vacation on a schedule proportionate to that for full time employees but are paid only for the number of hours they would normally be scheduled to work during the vacation period. For example, after completing three years of service, a part time employee who is regularly scheduled to work twenty (20) hours per week is entitled to ten (10) working days or two (2) weeks of vacation time, and based on the employee's regular schedule of twenty (20) hours per week is paid for twenty (20) hours for each week of vacation.

Overtime and additional hours beyond regularly scheduled hours are not credited towards the accrual of vacation leave.

Section 12.5 Carryover. Employees may carry over ten (10) working days of vacation per year.

Section 12.6. Vacation Pay. Vacation pay is computed by multiplying the employee's straight time hourly rate by the number of hours in the employees workday.

Section 12.7. Scheduling of Vacation.

Vacation may be scheduled at any time after completing one (1) full year of service subject to the work requirements of the department and approval of the Department Head. Because of workload, some departments may have black out periods in which no vacations may be taken. Vacations must be scheduled at least two (2) weeks prior to the requested leave time, except vacations of two (2) working days or less can be scheduled upon forty-eight (48) hours notice.

The Employer shall determine the number of employees that may be on vacation at any one time.

Vacations can be postponed by the supervisor in the event of an emergency. Employees whose scheduled vacation is involuntarily postponed by the supervisor shall have priority in scheduling vacation regardless of seniority.

Vacations shall be taken in no less than one-day increments unless otherwise approved in advance by the employee's supervisor.

ARTICLE 13 FUNERAL LEAVE PAY

Each regular full-time employee shall, after satisfying the probationary period of employment, be eligible for a paid leave of absence of up to five (5) working days after a death in the employee's current immediate family. Said days must be taken in conjunction with the day of the funeral. Current immediate family shall be defined as the employee's parents, spouse, child, stepchild, brother, sister, mother-in-law, father-in-law. A paid leave of absence of up to two (2) working days shall be allowed for the

following deaths: employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, aunt and uncle. Only days absent which would have been compensable workdays will be paid for. No payment will be made during vacations, holidays, layoffs, or other leaves of absence. Payment shall be made on the basis of the scheduled workday missed. Employee must attend the funeral in order to qualify for funeral pay. The supervisor may, at his discretion, grant additional working days off work, with or without pay, under unique circumstances. Said funeral leave shall be taken out of the employee's accumulated sick leave account.

A full-time employee shall receive one days leave with pay to fulfill the duties of a pallbearer, excluding honorary pallbearer, when the funeral is during working hours.

Funeral Leave does not count as time worked for the computation of overtime.

ARTICLE 14 INSURANCE

Section 14.1. Health Insurance.

During the term of this Agreement, the Employer will pay the full cost of single health and dental coverage for all full-time employees working thirty (30) hours or more per week. If an employee elects to cover his/her eligible dependents under the health insurance plan, the Employer will pay 50% of the difference between the single coverage rate and family coverage rate and the employee will pay 50% of the difference.

Section 14.2. Life Insurance.

The Employer will maintain a group life insurance policy that covers each employee in the amount of \$10,000.

Section 14.3. For all insurance coverage's, the Employer reserves the right to select the carriers.

Section 14.4. Program coverage and eligibility will be subject to all terms and conditions of the contract with the insurance carrier as selected by the Employer.

Section 14.5. The Employer agrees to provide and pay for, at no cost to the employees covered by this Agreement, Workers Compensation insurance according to the Code of Iowa. The employer agrees to allow an employee to make up the difference in pay between workers compensation and the employees regular pay by using accumulated sick leave until the employee is released by the doctor to return to work.

ARTICLE 15 PAY PERIOD

Section 15.1. The standard payroll period is two (2) weeks during which period eighty (80) hours at his/her regular rate of pay. Scheduling of daily and weekly hours of work shall be made by the Employer.

**ARTICLE 16
WAGES**

	7-1-06	1-1-07	7-1-07
Production Workers	13.03	13.36	13.79

If the Commission appoints an employee to be in charge while the Supervisor is gone, he/she will receive \$0.25 per hour for absences of 8 hours or more.

**ARTICLE 17
SAFETY FOOTWEAR AND CLOTHING**

Employees will be reimbursed up to a maximum of \$225.00 per year for employer approved clothing and up to \$75.00 toward the cost of employer approved safety footwear.

**ARTICLE 18
BULLETIN BOARDS**

Section 18.1. The Employer will provide one (1) bulletin board for the use of the Union. All posted information will be limited to:

- a) Notices of Union meetings;
- b) Notices of Union elections;
- c) Results of Union elections;
- d) Notices of Union recreational, educational or social events;
- e) Other official notices of the Union.

**ARTICLE 19
LEGAL DEFENSE**

Employees involved in litigation because of their negligence, ignorance of laws, nonobservance of laws, or as a result of employee judgmental decision may not receive assistance in any legal defense by the Employer, except as specifically stated in Chapter 613A of the Iowa Code.

**ARTICLE 20
SAVINGS CLAUSE**

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by a tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination of its validity, the remainder of this Agreement shall not be affected thereby.

ARTICLE 21
FINALITY AND EFFECT

This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for this term. This agreement cancels all past practices of the parties and only the terms and conditions of this contract shall be applicable.

ARTICLE 22
DURATION

This Agreement shall be effective July 1, 2006, and shall remain in full force and effect until its expiration date, June 30, 2008.

In Witness Whereof, this Agreement has been agreed to and executed by both parties on this 18th day of April, 2006.

FAYETTE COUNTY SOLID WASTE
MANAGEMENT COMMISSION

BY *Alvane O Brandt*
Chair, FCSWMC

BY *Doree Von Boken*
Employer Representative

CHAUFFEURS, TEAMSTERS AND
HELPERS LOCAL UNION N. 238
Affiliated with INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

BY *Paul L. Latham*
Secretary-Treasurer

BY *James T. Tuercke*
Business Representative